

JOINT POWERS AGREEMENT

(McCLELLAN REGIONAL FIRE AND RESCUE TRAINING AUTHORITY)

This Agreement is made and entered into as of December 1, 1997, by and between the American River Fire Protection District (ARFPD), the City of Sacramento for the Sacramento Fire Department (SFD), the Sacramento County Fire Protection District (SCFPD), and the California Office of Emergency Services, Fire and Rescue (OES), hereinafter referred to individually as "member agency" and collectively as "member agencies."

RECITALS

WHEREAS, the parties to this Agreement each possess the authority to acquire, construct, operate and maintain facilities for the purpose of providing Fire, Rescue, EMS and Haz-Mat training; and

WHEREAS, there is a need for coordinated planning for the provision of Fire, Rescue, EMS, and Haz-Mat training in order to gain maximum benefit from the expenditure of public funds; and

WHEREAS, there is a need for a coordinated and regional effort to finance, provide and maintain facilities and train Fire, Rescue, EMS, and Haz-Mat personnel in order to ensure the provision of comprehensive public safety services to the Sacramento metropolitan area, the State of California and the nation; and

WHEREAS, there is a need, in an era of scarce public resources, to avoid unnecessary duplication of facilities, materials, services and planning with respect to training Fire, Rescue, EMS, and Haz-Mat personnel; and

WHEREAS, there is a need to maximize the benefits of coordinated planning of training programs based on natural service areas and population density, rather than on the basis of the territorial and political boundaries of the parties; and

WHEREAS, there is a need to provide coordinated and accelerated improvement in the region's public safety systems to meet the needs of increasing urbanization; and

WHEREAS, there is a need to coordinate facilities and services in order to increase the possibility of federal and state assistance to the region for Fire, Rescue, EMS, and Haz-Mat training; and

WHEREAS, such a coordinated system can best be achieved through the cooperative action of the parties operating through a Joint Powers Authority;

NOW, THEREFORE, based upon the mutual promises contained herein, the parties hereby agree as follows:

1. **Establishment of Joint Powers Authority.** Pursuant to Sections 6500 et. seq. of the Government Code, the McClellan Regional Fire and Rescue Training Authority (the "Authority") is hereby established to operate the McClellan Regional Fire and Rescue Training Facility ("Facility"). Each party to this Agreement has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Fire, Rescue, EMS and Haz-Mat training resources. The purpose of the Authority is to jointly exercise the common powers in the manner hereinafter set forth.

2. **Liabilities and Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the liabilities and obligations of the member agencies.

3. Governing Body.

- (a) The governing body of the Authority shall be the Facility Policy Council ("Council"). The Council shall be charged with the authority and responsibility to direct the proper and efficient administration of the Training Facility and provide direction to the Manager of the Training Facility.
- (b) The Council shall consist of four (4) members. One member shall be appointed by each member agency and shall serve at the pleasure of the appointing member agency. The members may be, but shall not be required to be, elected officials.
- (c) The Council shall take action only by unanimous vote of all four (4) Council members.
- (d) Each member agency shall, in addition to its regular appointment, appoint one or more alternate members who shall be empowered to represent the member agency in the absence of the member agency's regular representative.

4. Organization of the Facility Policy Council.

- (a) The Council shall elect a chair for the purposes of facilitating Authority activities and general business. The chair shall serve a one-year term.
- (b) The Council may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.
- (c) The Council shall set regular meetings. The date, time, and place of each

regular meeting shall be fixed by the Council.

- (d) All meetings of the Council shall comply with the Brown Act (Government Code § 54950 et. seq.).
- (e) Records of all actions taken by the Council shall be kept and made available as required by law.

5. Training Facility Manager.

- (a) The Facility Council shall appoint the Manager. The Manager may be an Authority employee or an employee of one of the member agencies provided to the Authority. Subordinate employees may be employees of the Authority or may be provided by member agencies or other entities.
- (b) The Manager shall have the authority under the policy direction of the Council, to:
 - (1) plan, organize, and direct all Facility activities;
 - (2) authorize expenditures within the designations and limitations of the Authority budget;
 - (3) make recommendations to the Council concerning all of the matters which are to be performed, done or carried out by the Council;
 - (4) have charge of any property of the Authority;
 - (5) apply for and administer Facility grants and subventions from the member agencies and other sources. All applications requiring matching or contributory funds, or contributions by the member

agencies, shall be approved by the Council in advance.

6. Authority Powers. The Authority shall have the authority in its own name to do any of the following:

- (a) To exercise jointly the common authority of its member agencies to study, plan and implement Fire, Rescue, EMS and Haz-Mat training, and to develop a plan of operation and funding thereof.
- (b) To participate in financing or refinancing of Fire, Rescue, EMS, and Haz-Mat training programs or facilities in accordance with state law.
- (c) To make and enter contracts necessary to the full exercise of its authority.
- (d) To acquire, construct, manage, maintain, operate, lease, dispose of, and use any Fire, Rescue, EMS, and Haz-Mat training resources and facilities consistent with the approved budget.
- (e) To prescribe and collect fees as a condition for utilization of its facilities in accordance with applicable statutory requirements.
- (f) To apply for, accept and receive state, federal or local licenses and permits, and grants, loans, fees or other revenues from any agency of the United States of America, the State of California, or any other public or private entity.
- (g) To perform all acts necessary and proper to carry out fully the purpose of this Agreement and not inconsistent with any other provision of law.
- (h) To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws

applicable to any member agency.

7. Insurance. The Authority shall maintain adequate liability insurance or a self-insurance program for the operation of the Facility. The member agencies, their officers, employees, and agents shall not be subject to any liability for the acts or omissions of the Authority or any officer, employee, or agent thereof. The Authority shall be responsible for the acts or omissions of its own officers, employees, or agents.

8. Budgets.

- (a) The Manager shall submit to the member agencies and the Council annually, on or before March 1, a proposed budget containing estimates in detail of the amount of funding necessary for the operation of the Authority and the Facility and the service levels that will be provided based on funding estimates for the ensuing fiscal year, together with an estimate of anticipated revenues. Each member agency shall notify the Council of its appropriation for the Authority no later than October 1st of each fiscal year (defined as July 1 to June 30). No party may reduce its appropriation during the fiscal year without ninety (90) days' prior written notice to the Authority.
- (b) Within ninety (90) days after the commencement of this Agreement, and thereafter no later than ninety (90) days after the commencement of each fiscal year (defined as July 1 to June 30), the Council shall adopt a budget for the Authority for that fiscal year.
- (c) The Authority/Facility annual budget shall be approved by unanimous

resolution of the Council. If the budget requires contributions from each member agency to defray Authority expenses that are not defrayed by other anticipated revenues, the required contribution shall be paid as follows:

- | | | |
|-----|--------------------|-----|
| (1) | ARFPD | 20% |
| (2) | City of Sacramento | 20% |
| (3) | SCFPD | 20% |
| (4) | OES | 40% |

No Council member shall vote in favor of a budget which requires contributions by the member agencies unless the member's agency has approved the expenditure in the agency's budget.

9. Financial Procedures.

- (a) The member agencies shall deposit with the Authority the amount allocated to the Authority for the fiscal year. Deposits shall be made on an annual, semi-annual, or quarterly basis, with the first deposit to be made not later than October 1 of each fiscal year. All funds allocated but not expended in a fiscal year shall roll over to the succeeding year for reallocation.
- (b) Controller, Treasurer, Legal Counsel
 - (i). The Treasurer and the Controller of the County of Sacramento shall be the Treasurer and Controller of the Authority. The Treasurer and the Controller shall comply strictly with the provisions of the statutes relating to their duties found in Chapter 5, Division 7, Title 1 of the Government Code, beginning with Section 6500.

- (ii) The Controller of the Authority shall cause an independent audit of the Authority finances to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code. The Controller of the Authority shall draw warrants to pay demands against the Authority when approved by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Controller shall account for all funds belonging to the Authority and shall prepare reports of all receipts and disbursements in accordance with standard accounting procedures.
- (iii) The Treasurer of the Authority shall be the depositor and the custodian of all the money of the Authority from whatever source and shall to the fullest extent permitted by law invest any surplus or trust fund for the benefit of the Authority.
- (iv) Legal counsel to the Authority shall be appointed by the Council and shall serve at the pleasure of the Council. Legal counsel may be the counsel of one of the member agencies or independent counsel.

10. **Reports.** The Manager shall, within 90 days of the close of the fiscal year, report to the Council and the member agencies on the fiscal condition of the Authority for the previous fiscal year.

11. **Term of Agreement; Withdrawal and Dissolution.**

- (a) This Agreement shall remain in effect for a minimum of ten (10) years, until

November 30, 2007, and shall thereafter automatically renew for four (4) additional five-year terms unless sooner terminated by withdrawal of all but one of the member agencies.

- (b) Any member agency may withdraw as of the end of any fiscal year, but not earlier than November 30, 2007, upon no less than one year's written notice to the other member agencies and to the Council. The Council shall transfer to the withdrawing agency all property and assets contributed to the Authority by the agency and all property and assets acquired by the Authority with the agency's financial contributions for use in Facility operations which have not been consumed for Facility operations prior to the effective date of the withdrawal; provided, however, that when any part of the withdrawing member's contribution has been commingled with the contribution of any other member or members to acquire an asset (e.g., a building) from which the withdrawing agency's share is not readily extricable without injury to the asset or its functionality, there shall be no transfer to the withdrawing agency in consideration of the agency's contribution to that asset. Withdrawal by all but one of the member agencies shall constitute a dissolution of the Authority as of the end of the fiscal year.

12. Disposition of Authority Assets and Liabilities Upon Dissolution.

- (a) In the event of dissolution of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume

its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities of the Authority shall be transferred to the successor public entity.

- (b) If there is no successor public entity which will carry on any of the activities of the Authority or assume any of its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities shall be returned in proportion to the contribution of each member agency of the Authority.
- (c) If there is a successor public entity which will undertake some of the functions of the Authority and assume some of its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities shall be allocated by the Council between the successor public entity and the member agencies.
- (d) All decisions of the Council with regard to allocation, distribution or transfer of Authority assets or liabilities shall be final.

13. **Amendments.** This Agreement may be amended by unanimous written agreement of the member agencies.

14. Participating Agencies. Public entities providing Fire, Rescue, EMS and Haz-Mat training may become Participating Agencies of the Authority upon the unanimous consent of the four member agencies, and on such terms as the Council shall prescribe.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

AMERICAN RIVER FIRE
PROTECTION DISTRICT

By: [Signature]
President, ARFPD Governing Board

SACRAMENTO COUNTY FIRE
PROTECTION DISTRICT

By: Gregory A. Manados
President, SCFPD Governing Board

STATE OF CALIFORNIA, OFFICE
OF EMERGENCY SERVICES

By: [Signature]
Director

CITY OF SACRAMENTO

By: [Signature]
William H. Edgar, City Manager

APPROVED AS TO FORM:

[Signature] (for Diane Batta)
City Attorney

[Signature]
ARFPD Counsel

[Signature]
SCFPD Counsel

ATTEST:

[Signature]
CITY CLERK

RESOLUTION NO. 97-654

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF DEC 02 1997

A RESOLUTION AUTHORIZING A JOINT POWERS AGREEMENT
FOR REGIONAL FIRE AND RESCUE TRAINING AUTHORITY
AT McCLELLAN AIR FORCE BASE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is authorized to sign the attached Joint Powers Agreement for Regional Fire and Rescue Training Authority at McClellan Air Force Base with the State of California Governor's Office of Emergency Services, The American River Fire Protection District and The Sacramento County Fire Protection District.

JOE SERNA, JR.

MAYOR

ATTEST:

VALERIE BURROWES

CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 97-654

DEC 11 1997
DATE CERTIFIED
Valerie Burrowes
CITY CLERK CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 97-654

DATE ADOPTED: DEC 02 1997

City Agreement No. 97-184



1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
(916) 445-9555

FACSIMILE: (916) 324-2960
(916) 324-5251

October 16, 1997

Mr. Mark S. Ghilarducci
Deputy Chief, Fire & Rescue
Office of Emergency Services
2800 Meadowview Road
Sacramento, California

RE: McClellan Regional Fire & Rescue Training Authority
Joint Powers Agreement

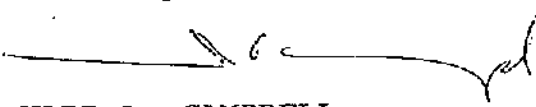
Dear Mr. Ghilarducci:

The purpose of this letter is to confirm that our office has reviewed and approved the above-referenced agreement. Department of General Services has also reviewed the contract and advised that this agreement does not require its prior approval.

Please contact me if you have any questions.

Sincerely,

DANIEL E. LUNGREN
Attorney General

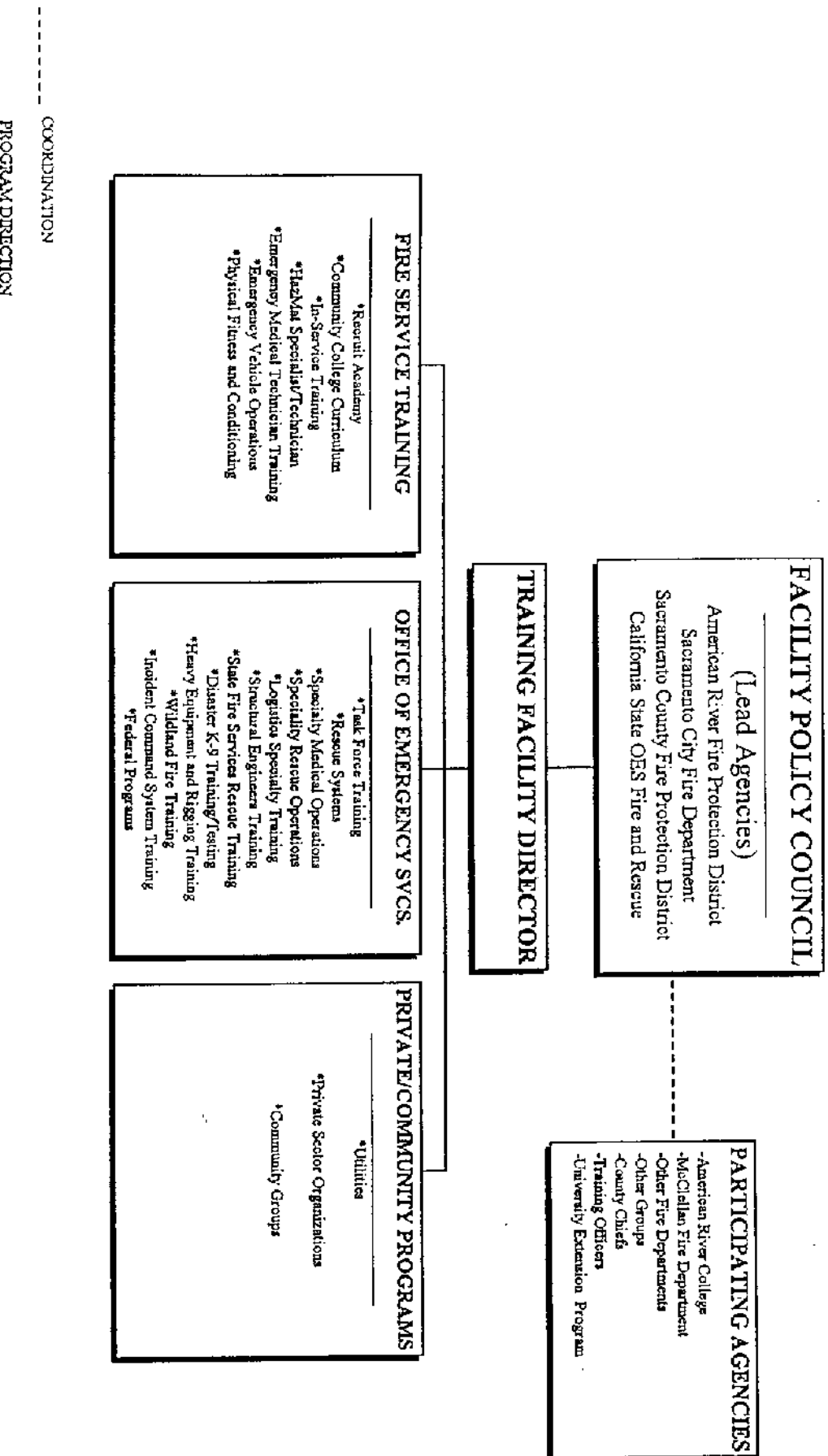

WARD A. CAMPBELL
Deputy Attorney General

cc: Roger E. Venturi, SDAG

BT2157

COPY

McCLELLAN REGIONAL FIRE AND RESCUE TRAINING FACILITY





American River Fire Protection District

3000 Fulton Avenue • Sacramento, California 95821 • Phone (916) 485-1700 • Fax (916) 485-1864

March 3, 1998

Mr. John Dark
Director of Finance
County of Sacramento
700 H Street, Room 4650
Sacramento, CA 95814

Dear Mr. Dark:

Attached is the Joint Powers Agreement for the McClellan Regional Fire and Rescue Training Authority. This is an agreement between the American River Fire Protection District, the City of Sacramento for the Sacramento Fire Department, the Sacramento County Fire Protection District, and the California Office of Emergency Services, Fire and Rescue for acquiring, constructing, operating and maintaining facilities for the purpose of providing Fire, Rescue, EMS and Haz-Mat training.

This joint powers authority was established pursuant to Section 6500 et seq. of the Government Code. Section 9, (b) (i) states that the Treasurer and the Controller of the County of Sacramento shall be the Treasurer and Controller of the Authority.

In accordance with the attached agreement, please establish a budget index entitled McClellan Regional Fire/Rescue Training Authority as soon as possible.

If you should have any questions, please contact Janice S. Simcoe, American River Fire Department, 971-2415.

Sincerely,

Rick Martinez
Fire Chief

**Minutes of the Regular Meeting 11/20/97
Sacramento County Fire Protection District
Board of Directors**

**12. JOINT POWERS AGREEMENT-MC CLELLAN
REGIONAL FIRE AND RESCUE TRAINING AUTHORITY**

Fire Chief Emerson submitted a staff report recommending approval of the Joint Powers Agreement establishing the McClellan Regional Fire and Rescue Training Authority between the American River Fire Protection District, the City of Sacramento for the Sacramento City Fire Department, the Sacramento County Fire Protection District, and the California Office of Emergency Services, Fire and Rescue (OES), dated December 1, 1997, for the operation of a regional training facility at McClellan Air Force Base.

It was moved by Director Allen, seconded by Director Meehan that the Joint Powers Agreement be approved, as recommended by staff. Motion carried.

SACRAMENTO COUNTY FIRE PROTECTION DISTRICT

3121 Gold Canal Drive ♦ Rancho Cordova, California 95670 ♦ (916) 636-1800 ♦ Fax (916) 638-0914

DIRECTORS:

Ronald L. Allen
Linda Budge
Gregory A. Granados
Pete Kinney
Hank Manship
William Meehan
Dean O'Brien

ADMINISTRATION

FAX TRANSMITTAL SHEET

Date: November 16, 1998

FAX #: (916) 566-4200



CHIEF:

James E. Emerson

Please deliver the following material as soon as possible:

TO:

Barbara Safford, ARFPD

FROM:

Charlotte Tilsen (916) 636-1807

REMARKS:

Urgent

For your review

Reply ASAP

Please Comment

Per Chief Dobson, attached is the excerpt of minutes regarding Board approval of the McClellan Regional Fire and Rescue Training Authority JPA.

NUMBER OF PAGES INCLUDING TRANSMITTAL SHEET: 2

PLEASE ADVISE IMMEDIATELY OF ANY TRANSMISSION PROBLEMS

ACTION ITEMS

1. **Joint Powers Agreement–McClellan Regional Fire & Rescue Training Authority
(Martinez)**

Action

- **Motion: Vanderveen – to authorize the Board to approve and sign the agreement on behalf of the District.**
Second: Hoeger
AYES: Castle, Crooks, Gee, Hanson, Hoeger, McCartney, Valley, Vanderveen
ABSENT: Horel
MOTION PASSED UNANIMOUSLY BY THOSE PRESENT

A delegate for the Training Authority will be appointed at the December 17, 1997 Board Meeting.

2. **Data Analyst II Salary Range**

Personnel, Policies and Legal Committee Chair, Director Vanderveen, presented information that was presented to the Committee. Data Analyst II Recruitment Information Sheet was distributed. Upon approval by the Board, the position will be readvertised at the increased salary range.

Action

- **Motion: Castle – to add an Action Item to the Board Agenda: Data Analyst II increase in salary range**
Second: Gee
AYES: Castle, Crooks, Gee, Hanson, Hoeger, McCartney, Valley, Vanderveen
ABSENT: Horel
MOTION PASSED UNANIMOUSLY BY THOSE PRESENT
- **Motion: Vanderveen – to authorize an increase in the salary range for the Data Analyst II position to \$4,000 - \$5,000 per month and readvertise the position in the new salary range.**
Second: Hoeger
AYES: Castle, Crooks, Gee, Hanson, Hoeger, McCartney, Valley, Vanderveen
ABSENT: Horel
MOTION PASSED UNANIMOUSLY BY THOSE PRESENT

SACRAMENTO COUNTY FIRE PROTECTION DISTRICT

3121 Gold Canal Drive ♦ Rancho Cordova, California 95670 ♦ (916) 636-1800 ♦ Fax (916) 638-0914

DIRECTORS:

Ronald L. Allen

Linda Budge

Gregory A. Granados

Pete Kinney

Hank Manship

William Meehan

Dean O'Brien

ADMINISTRATION

FAX TRANSMITTAL SHEET

Date: November 16, 1998

FAX #: (916) 566-4200



CHIEF:

James E. Emerson

Please deliver the following material as soon as possible:

TO:

Barbara Safford, ARFPD

FROM:

Charlotte Tilson (916) 636-1807

REMARKS:

☐ Urgent

☐ For your review

☐ Reply ASAP

☐ Please Comment

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